

DISTRIBUTION

County Board

FAS (2)

Controller

State's Attorney

Agenda Item #

33

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

COUNTY BOARD, LAKE COUNTY, ILLINOIS

REGULAR SEPTEMBER, A.D., 2008 SESSION

SEPTEMBER 9, A.D., 2008

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Law & Judicial and Financial & Administrative Committees present herewith a Joint Resolution authorizing the continuation of the State's Attorney's Violent Crime Victims Assistance Program (09-0935), awarded by the Office of the Illinois Attorney General for the time period July 1, 2008 through June 30, 2009; and request its adoption.

Respectfully submitted,

Audrey Nye Aye Nay
Chairman

Vice-Chairman

Michael J. Calvert ✓

Carol Calabrese ✓

Maryann Summich ✓

Law & Judicial
Committee

Michael A. Blum Aye Nay
Chairman

Vice-Chairman

James Flay ✓
Barbara Pank x
Dan S. ✓

Carol Calabrese ✓

Sharon O'Kelly ✓

Financial & Administrative
Committee

RESOLUTION

WHEREAS, the State's Attorney has received a notice of renewal for the Violent Crime Victims Assistance Program, budgeted at \$26,000, awarded by the Office of the Illinois Attorney General for the time period July 1, 2008 through June 30, 2009; and

WHEREAS, \$26,000 was originally appropriated in the FY 2008 budget for this Program to supplement the salary of the full-time Domestic Violence Counselor; and

WHEREAS, it should be noted that it will be necessary for the County to provide additional compensation and benefits valued at approximately \$38,370 without reimbursement from the Office of the Illinois Attorney General for the full-time Domestic Violence Counselor; and

WHEREAS, the Lake County State's Attorney, Law and Judicial Committee and Financial and Administrative Committee recommend the continuation of this Program.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Lake County State's Attorney's Violent Crime Victims Assistance Program with the Office of the Illinois Attorney General is hereby authorized; and

BE IT FURTHER RESOLVED, that the Chairman of the Board, the Lake County State's Attorney, and the Lake County Treasurer are hereby authorized to execute the necessary documentation in order to accept the renewal (program agreement to be attached hereto and hereby made a part of this Resolution); and

BE IT FURTHER RESOLVED, that offsetting revenue in the amount of \$26,000 from the Office of the Illinois Attorney General will be deposited to account 101-3314010-49910; and

BE IT FURTHER RESOLVED, that the State's Attorney shall serve as project director for the program, and accurate records of all necessary grant compliance requirements shall be kept by the State's Attorney's Office.

DATED, at Waukegan, Lake County, Illinois, on this 9th day of September, A.D., 2008.



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

Lisa Madigan
ATTORNEY GENERAL

Michael J. Waller
State's Attorney
Lake County State's Attorney's Office
18 N. County Street - 4th Floor
Waukegan, Illinois 60085

Dear State's Attorney Waller:

Congratulations! I am pleased to announce that your organization has been awarded a grant from the Violent Crime Victims Assistance Act (VCVA) Program administered by my office. The term of your Grant Contract is July 1, 2008 through June 30, 2009.

Through the VCVA Program, the Office of the Illinois Attorney General is working to ensure more efficient and effective services for victims of violent crime and their families. Organizations like yours continue to help victims recover from the effects of violent crime and rebuild their lives. I am happy to provide financial assistance to support your efforts.

Upon receipt of the signed contracts, our office will sign the contracts and send you a fully executed original contract for your records. The Grant payment will then be processed and released from the State Comptroller's Office. Please follow the enclosed grant agreement instructions carefully for prompt receipt of your payment.

I am confident that working together we can provide comprehensive, high quality services crime victims across Illinois deserve.

Thank you again for your ongoing commitment to victim services in our State.

Sincerely,

A handwritten signature of Lisa Madigan in cursive script.

Lisa Madigan
Attorney General



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

Lisa Madigan
ATTORNEY GENERAL

GRANT AGREEMENT
09-0935

This agreement, made this _____ day of _____, 2008, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and Lake County State's Attorney's Office, an Illinois not-for-profit corporation governmental entity [circle one] hereinafter referred to as Grantee, witnesseth:

WHEREAS, sections 6 and 7 of the Violent Crime Victims Assistance Act (725 ILCS 240/6, 7) authorize the Administrator to designate as victim and witness assistance centers, any public or private nonprofit agencies, and to award grants to such agencies for the establishment and operation of such centers pursuant to the Violent Crime Victims Assistance Act (725 ILCS 240/1 et seq.); and

WHEREAS, the Administrator has promulgated rules to implement the provisions of the Violent Crime Victims Assistance Act including procedures for the designation and funding of victim and witness assistance centers; and

WHEREAS, Grantee has submitted to the Administrator a grant proposal dated February 8, 2008, together with plans and specifications for the development and operation of a victim and witness assistance center in the county(ies) of Lake, State of Illinois; and

WHEREAS, the grant proposal is acceptable to the Administrator and appears to comport with the standards, procedures, and objectives of the Violent Crime Victims Assistance Act and the rules implementing said Act; and

WHEREAS, the Administrator desires that Grantee perform services as hereinafter set forth in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Violent Crime Victims Assistance Act, and in consideration of Grantee's representations contained in its grant proposal dated February 8, 2008, and of the benefits to accrue to the People of the State of Illinois from the accomplishment of the project detailed in said grant proposal, the parties hereto mutually promise and agree as follows:

1. TERM. The term of this Agreement is for a period of twelve (12) months, commencing July 1 , 2008, and ending June 30 , 2009, unless sooner terminated as herein provided.

2. PROVISION OF SERVICES AND GRANT ADMINISTRATION. Grantee agrees as follows:

- (a) Grantee shall operate a program in accordance with "Program Description B" and "Clients Served C" of the application submitted to the Administrator;
- (b) Grantee shall use \$26,000.00 to supplement the salary of the full-time Misdemeanor Domestic Violence Counselor who will devote a minimum of 21 hours a week to providing 100% direct services;
- (c) Grantee shall act in the capacity of liaison between victims/witnesses, family members and the courts. Services to be provided include: crisis intervention, witness notification, order of protection and victim impact statement assistance, victim advocacy, follow-up counseling, police training and any other services necessary to uphold victims' rights within the confines of Lake County;
- (d) Grantee shall have funded staff complete one Administrator-sponsored training during the term of the grant as follows:
 - (i) Grantee shall have funded staff complete the basic 40-hour Illinois Victim Assistance Academy if the funded staff has not completed a basic Academy and the basic Academy is offered during the term of the grant;
 - (ii) If funded staff has completed the basic Academy but has not attended the Advanced Illinois Victim Assistance Academy, grantee shall have funded staff apply to attend the Advanced Academy if it is offered during the term of the grant;
 - (iii) If funded staff has completed the basic 40-hour Illinois Victim Assistance Academy and does not attend the Advanced Illinois Victim Assistance Academy during the term of the grant, grantee shall have funded staff complete any other Administrator-sponsored training during the term of the grant when available.
- (e) Grantee shall maintain an accounting system acceptable to the Administrator for the implementation and maintenance of the services to be provided under this Agreement;
- (f) Grantee shall submit to the Administrator financial and activity reports each quarter covering the previous three (3) month period. Such reports shall be on forms specified by the Administrator. All reporting forms must be received by the Administrator no later than fifteen (15) days following the end of the

reporting period. Such reports shall detail clients served, services provided, expenditures, and revisions, if any, of timetables and activities to reflect the current program status and future activity. Failure to comply within said 15 day period may result in the delay of award installments or termination of this Agreement. In addition to such reports, Grantee agrees to render to the Administrator, upon the demand of the Administrator, a complete and satisfactory accounting of any and all monies granted to Grantee pursuant to this Agreement;

- (g) Grantee shall provide information regarding the Illinois Crime Victims Compensation program to all clients who have been victims of violent crime. To that end, Grantee shall maintain a supply of current materials, including, but not limited to, Crime Victims Compensation applications and Instruction Sheets, Crime Victims Compensation brochures and Crime Victims Compensation FAQ sheets. Grantee shall attend Administrator-sponsored trainings regarding the Crime Victims Compensation program as requested by the Administrator. Grantee shall submit to the Administrator data substantiating Grantee's compliance with this subsection on Grantee's quarterly activity reports;
- (h) Grantee shall permit agents of the Administrator to inspect the financial records of Grantee as they relate to this Agreement;
- (i) Grantee shall permit agents of the Administrator to enter the premises of Grantee to observe the operation of Grantee's program. The Administrator shall give Grantee reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of Grantee in the providing of its services;
- (j) Grantees other than State universities shall indemnify and hold the Administrator and the State of Illinois harmless from all claims, suits, judgments, and damages arising from the conduct of Grantee, its agents, and its volunteers in the performance of this Agreement and in the providing of services as described in this Agreement; and
- (k) Grantee shall comply with all laws, statutes, ordinances, rules, and regulations of all federal, State, county, and municipal authorities now in force, or which may hereafter be in force, pertaining to the performance of this Agreement.

3. GRANT AWARD. Administrator agrees to contribute and provide financial support from the Violent Crime Victims Assistance Fund to Grantee in the amount of \$26,000.00. Grantee agrees to use such funds solely for the provision of services as specified in paragraph 2 of this Agreement and strictly in accordance with the project budget, which is attached hereto, marked as "Exhibit A", and by reference incorporated herein, unless Grantee has otherwise modified the program or provision of services, in accordance with paragraph four (4) of this Grant Agreement. Administrator shall complete processing for payment of 25 percent of said grant award within 45 days of the execution of this Grant Agreement. The remaining, unpaid balance of said grant award shall be processed for payment in three (3) equal installments within 30 days after the end of each subsequent

calendar quarter, provided that the Grantee has complied with quarterly reporting requirements as required under paragraph 2 of this Grant Agreement, on the condition that sufficient funds have been collected under the Violent Crime Victims Assistance Act and that such funds have been appropriated for the purposes of this Grant Agreement by the General Assembly of the State of Illinois and are available to the Administrator for disbursement for purposes of this Grant Agreement.

4. MODIFICATION OF PROGRAM. Grantee shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend the time constraints for the provision of such services as provided herein unless it shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Administrator. Furthermore, unless Grantee obtains the prior written consent of the Administrator, Grantee shall not do or cause to be done any of the following:

- (a) Incur any expense or financial obligation from the grant award except as authorized by and provided in paragraph 2 and the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein;
- (b) Incur expenses or financial obligations from such grant award in any line item category of such project budget in excess of the amount provided in such line item category; or
- (c) Transfer any money from one line item category of such project budget to another line item category of such project budget except that a total amount of less than \$1,000 may be transferred within the budget without prior consent if done in accordance with the requirements and restrictions of the applicable Quarterly Report Instructions.

5. PRINTED MATERIAL. Unless otherwise agreed to by both parties of this Agreement, all printed materials paid for, in whole or in part, with funds provided pursuant to this Grant Agreement shall specify within such printed materials the following disclaimer; "Funding for this material provided through the Illinois Violent Crime Victims Assistance Program, administered by Illinois Attorney General. The views and statements expressed herein do not necessarily reflect the views and opinions of the Attorney General or the Illinois Violent Crime Victims Assistance Program."

6. USE AND POSSESSION OF EQUIPMENT. Any and all capital equipment purchased with grant funds awarded under this Grant Agreement or any amendment, modification, or supplement thereto, shall be used exclusively by Grantee to perform the services agreed upon in this Grant Agreement or any amendment, modification, or supplement thereto. If, at any time during the term of this Grant Agreement, Grantee ceases to use such capital equipment to perform the services agreed upon in this Grant Agreement or any amendment, modification, or supplement thereto, Grantee shall immediately deliver and turn over to the Administrator such item or items of capital equipment in the same operating order, repair, condition, and appearance as of the date of purchase, excepting only for reasonable wear and tear and depreciation resulting from the authorized use thereof, and in conjunction therewith. Grantee shall execute and deliver any and all documents necessary to convey marketable title, custody, and possession of such capital equipment to

the State of Illinois. After the expiration or earlier termination of this Grant Agreement, if at any time during the useful life of any such capital equipment Grantee ceases to use such capital equipment for a purpose consistent with the purposes of the Violent Crime Victims Assistance Act, as amended, Grantee shall immediately deliver and turn over to the Administrator such item or items of capital equipment, and, in conjunction therewith, Grantee shall execute and deliver any and all documents necessary to convey marketable title, custody, and possession of such capital equipment to the State of Illinois. This section shall survive the expiration or earlier termination of this Grant Agreement or any amendments, modification, or supplement thereto.

As used in this section, capital equipment means items of personal property used for the conduct of Grantee's business or used to enable Grantee to perform the services agreed upon in this Grant Agreement, including, but not necessarily limited to, office furniture, typewriters, copy machines, computers, appliances, printing machines, and motor vehicles.

7. ASSIGNMENT. Grantee shall make no assignment of this Agreement or of any right accruing under this Agreement or of any monies granted to Grantee pursuant to this Agreement without the written consent of the Administrator.

8. TERMINATION OF AGREEMENT. This Agreement may be terminated and canceled by the Administrator, by giving written notice to Grantee thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Grantee as hereinafter provided. In addition, this Agreement shall terminate without notice in case of bankruptcy or insolvency, or dissolution, whether voluntary or involuntary, by Grantee. Furthermore, in the event that the term of this Agreement or any renewal hereof extends into more than one fiscal year of the State of Illinois, it is understood and agreed by the parties hereto that the payment of the grant monies and all other terms and conditions of this Agreement are conditioned upon and subject to termination and cancellation by the Administrator in any year for which the General Assembly fails to make an appropriation to fund Violent Crime Victims Assistance grants. In the event that this Agreement is terminated prior to the expiration date, Grantee shall promptly return to Administrator all unexpended or lapsed funds, as provided in the rules promulgated by the Administrator for the implementation of the Violent Crime Victims Assistance Act, or, in the event such rules do not govern the return of such funds, as instructed in writing by the Administrator.

9. EXPENDITURE OF GRANT FUNDS. All grant funds awarded hereunder shall be expended within the term of this Grant Agreement unless the parties hereto have agreed in writing to do otherwise. In any event, no grant funds awarded hereunder may be made available for expenditure by Grantee for a period longer than two (2) years from the date of this Grant Agreement unless such funds are to be used for reimbursement of costs previously incurred by Grantee. Any grant funds not expended or legally obligated by the end of the term of this Grant Agreement or during the time limitations for the expenditure of grant funds as otherwise set forth herein must be returned to the Administrator within forty-five (45) days after the end of the term of this Grant Agreement or the expiration of the time limitations for the expenditure of grant funds as otherwise set forth herein, whichever applies. This Grant Agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.), as now or hereafter amended; and all the terms, conditions, and provisions of the Illinois Grant Funds Recovery Act apply to this Grant Agreement and are made a part of this Grant Agreement the same as though they were expressly incorporated and included herein.

10. SEVERABILITY. This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any party hereto.

11. PERSONNEL. Grantee shall appoint, assign, and commit the following named person or persons to perform the services to be provided by Grantee:
to be named (Misdemeanor Domestic Violence Counselor).

If for any reason Grantee finds it necessary or desirable to substitute, add, or subtract personnel to perform its services under this Agreement, Grantee shall submit a written notice to Administrator within ten (10) days of the personnel substitution, addition, or subtraction. Such notice must include the name or names of any substituted or additional personnel, together with such person's resume and the reason for such personnel substitution, addition, or subtraction. Any substitutions or additional personnel must meet the qualifications of the written job description on file with the current application.

12. CHARITABLE ORGANIZATION STATUS. Grantee certifies that it is is not [circle one] a charitable organization subject to Illinois' Charitable Trust Act (760 ILCS 55/1 et seq.) and the Solicitation For Charity Act (225 ILCS 460/0.01 et seq.), and, if subject to either of these Acts, that all appropriate registration materials and annual reports have been filed with the Attorney General's Charitable Trust Bureau.

13. CONFLICT OF INTEREST. Grantee agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest (30 ILCS 500/50-13) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§1300.5013 through 1300.5035); and all the terms, conditions, and provisions of those sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.

14. DISCRIMINATION.

(a) The provisions of Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.) are applicable to this contract.

(b) Grantee hereby agrees to:

- 1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- 2) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and
- 3) Provide such information, with respect to its employees and applicants

for employment, and assistance as the Department of Human Rights may reasonably request. (775 ILCS 5/2-105.)

- (c) The Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.) and the regulations promulgated thereunder (28 C.F.R. Sec. 35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Grant Agreement, Grantee certifies that services, programs, activities provided under this Grant Agreement are and will continue to be in compliance with the ADA.

15. SEXUAL HARASSMENT POLICIES. Grantee agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act. (775 ILCS 5/2-105 B(5)(a).)

16. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Grantee hereby certifies that, to the extent applicable to this Agreement, Grantee has complied with the provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986), and that Grantee is not an unauthorized alien as defined in section 274A(h)(3) of the Immigration and Nationality Act.

17. BRIBERY. Grantee hereby certifies that neither it nor any of its authorized agents has been convicted of bribery or attempting to bribe an officer or employee of any federal, State, or local governmental entity in that officer's or employee's official capacity or has made an admission of guilt of such conduct which is a matter of record.

18. FELONY CONVICTION. Grantee certifies that it is not barred from being awarded a contract or subcontract with the State of Illinois or a State agency under Section 50-10 of the Illinois Procurement Code (30 ILCS 500/50-10). Section 50-10 of the Procurement Code prohibits a person or business entity convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for such felony, unless the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business.

19. SARBANES-OXLEY ACT. Grantee certifies that it is not barred from being awarded a contract with the State of Illinois or a State agency under Section 50-10.5 of the Illinois Procurement Code (30 ILCS 500/50-10.5). Section 50-10.5 of the Procurement Code prohibits a business from bidding on or entering into a contract with the State if the business or any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. §7201 et seq.) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for

a period of five (5) years prior to the date of the bid or contract. Grantee acknowledges that the Administrator shall declare this contract void if this certification is false.

20. DEBT DELINQUENCY. Grantee certifies that neither it nor any of its affiliates is prohibited from entering into a contract with a State agency by section 50-11 of the Procurement Code (30 ILCS 500/50-11), and acknowledges that the Administrator may declare this contract void if this certification is false. Section 50-11 of the Procurement Code bars any person, or any affiliate of that person, who is delinquent in the payment of debt to the State from contracting with a State agency, unless that person, or any affiliate of that person, has entered into a deferred payment plan to pay off the debt.

21. USE TAX. Grantee certifies that neither it nor any of its affiliates is prohibited from entering into a contract with a State agency by Section 50-12 of the Illinois Procurement Code (30 ILCS 500/50-12). Section 50-12 of the Procurement Code bars a person, or any affiliate of that person, from entering into a contract with a State agency if the person, or any affiliate of that person, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 et seq.). Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

22. ENVIRONMENTAL PROTECTION ACT. Grantee certifies that it is not barred from being awarded a contract with the Attorney General or the State of Illinois under Section 50-14 of the Illinois Procurement Code (30 ILCS 500/50-14). Section 50-14 of the Procurement Code bars the State from awarding a contract to any person or business found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act. A State agency is barred from awarding a contract to a person or business found to have been in violation for a period of five (5) years from the date of the order containing the finding of violation, unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is no practicable alternative available to the State. Grantee acknowledges that the Office of the Attorney General may declare this contract void if this certification is false.

23. FORCED LABOR. Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

24. CHILD LABOR CERTIFICATION. Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (Public Act 94-264, effective July 19, 2005), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Grantee acknowledges that providing a false certification under this Section of the contract may result

in: (1) this contract being voided at the Attorney General's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

25. EDUCATIONAL LOANS. To the extent that the Educational Loan Default Act (5 ILCS 385/1 et seq.) applies hereto, Grantee certifies that it is not in default on an educational loan.

26. BID RIGGING AND BID ROTATING. Grantee certifies that it has not been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4).

27. DUES TO CLUBS WHICH DISCRIMINATE. Grantee certifies that it is not prohibited from selling goods or services to the State of Illinois or from receiving any award or grant from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

28. INTERNATIONAL ANTI-BOYCOTT. Grantee certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 or the regulations of the United States Department of Commerce promulgated under that Act.

29. DRUG FREE WORKPLACE CERTIFICATION. This Grant Agreement may be subject to the Drug Free Workplace Act (30 ILCS 580/1 et seq.). If it meets the definition of "grantee" under section 2 of the aforementioned Act (30 ILCS 580/2), Grantee certifies and agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act by:

(a) Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Grantee's or contractor's workplace;
- 2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- 3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - A) Abide by the terms of the statement; and
 - B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
- 1) The dangers of drug abuse in the workplace;
 - 2) Grantee's or contractor's policy of maintaining a drug free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

30. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION.

Grantee certifies under penalty of perjury that its Federal Taxpayer Identification Number is 36-6006600 and further certifies that it is doing business as (please check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Corporation providing or billing | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification.) |
| <input type="checkbox"/> Corporation NOT providing or billing | <input type="checkbox"/> D = disregarded entity |
| medical and/or health care services | <input type="checkbox"/> C = corporation |
| Other: _____ | <input type="checkbox"/> P = partnership |

31. NOTICES. All notices required to be served shall be served by certified mail, return receipt requested, duly addressed and postage prepaid. Notices shall be sent to the parties at the addresses given below, unless otherwise instructed:

ADMINISTRATOR:

Attorney General of the State of Illinois
Violent Crime Victims Assistance Act Program
100 West Randolph Street, 13th Floor
Chicago, Illinois 60601

GRANTEE:

Lake County State's Attorney's Office
18 N. County Street, 4th Floor
Waukegan, Illinois 60085

In all correspondence between the parties hereto with respect to this Grant Agreement, the grant number shall be clearly identified and referred to. The grant number of this Grant Agreement is **09-0935**.

32. MAINTENANCE OF RECORDS. Grantee shall maintain, for a minimum of three (3) years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or such other auditor as the Administrator or the Auditor General may deem appropriate; and Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Administrator for the recovery of any funds paid under the Grant Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

33. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this Agreement, Grantee shall act as and shall be deemed at all times to be an independent contractor.

34. MODIFICATION OF AGREEMENT. No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

ADMINISTRATOR:

The State of Illinois represented by the
Attorney General of the State of Illinois

Lisa Madigan

BY: _____

Ann M. Spillane

TITLE: _____
Chief of Staff

DATE: _____

GRANTEE:

Lake County State's Attorney's Office

BY: _____

Print Name of Signatory

TITLE: _____

DATE: _____

FEDERAL EMPLOYER I.D. # 36-6006600

EXHIBIT A
VIOLENT CRIME VICTIMS ASSISTANCE ACT PROGRAM
PROJECT BUDGET

PERSONNEL:

SALARIES	\$26,000.00
BENEFITS	
CONTRACTUAL EMPLOYMENT	
PROFESSIONAL INSURANCE	
OTHER	
TOTAL PERSONNEL	\$26,000.00

OPERATING EXPENSES:

CONTRACTUAL SERVICES	
SUPPLIES	
PRINTING	
OTHER	
TOTAL OPERATING EXPENSES	\$0.00

TRAVEL:

TRAVEL	
TRAINING - ATTENDANCE	
TRAINING - HOSTING	
TOTAL TRAVEL EXPENSES	\$0.00

TOTAL OPERATING EXPENSES	\$26,000.00
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